

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SCHEDULE OF ITEMS AND PRICES - FIXED-PRICE/REQUIREMENTS

The following items are required to support the Government operations of the U.S. Patent and Trademark Office. The quantities shown under the column entitled "Estimated Quantity" on the schedule below are estimates of the quantities which may be ordered by the Government, however, the Government reserves the right to redistribute quantities within the prescribed Contract Line Item Numbers (CLINs). No guarantee is made that any of the quantities will be ordered as a result of this contract.

BASE YEAR					
CLIN	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
0001	On-Site Interpreter Services	Hour	2,087		
0002	On-Call Interpreter Services	Hour	500		

OPTION YEAR ONE					
CLIN	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
0003	On-Site Interpreter Services	Hour	2,087		
0004	On-Call Interpreter Services	Hour	500		

OPTION YEAR TWO					
CLIN	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
0005	On-Site Interpreter Services	Hour	2,087		
0006	On-Call Interpreter Services	Hour	500		

OPTION YEAR THREE					
CLIN	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
0007	On-Site Interpreter Services	Hour	2,087		
0008	On-Call Interpreter Services	Hour	500		

OPTION YEAR FOUR					
CLIN	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
0009	On-Site Interpreter Services	Hour	2,087		
0010	On-Call Interpreter Services	Hour	500		

B.2 BURDENED RATES

The prices set forth in Section B.1 shall be inclusive of all labor and material costs, burdens, any other direct costs, and profit.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE OF CONTRACT

The Office of Civil Rights (OCR) is an office within the United States Patent and Trademark Office (USPTO), an agency within the Department of Commerce. OCR coordinates USPTO's requests for reasonable accommodations. At the onset of the initial sign language interpreting services contract in 1995, there were six (6) hearing impaired employees, that number increased between 1995 and 2000 to eight (8) hearing impaired employees; however, USPTO currently has six (6) known hearing impaired employees who require sign language interpreting services. It is projected that more will be recruited in the near future. USPTO, through OCR, is required to provide effective professional sign language interpreting services to employees with disabilities who may be hearing impaired, at meetings, training, special observances, and during the daily interchange between hearing impaired individuals and their supervisors, co-workers, and the public (29 U.S.C. § 791 et seq.¹). OCR is also seeking various other services related to supporting reasonable accommodation requests. Details of these services are contained herein.

C.2 BACKGROUND

Pursuant to the Rehabilitation Act of 1973, an agency is required to make reasonable accommodations for the known physical or mental limitations of an applicant or employee who is a qualified individual with a disability unless the agency can show that the accommodation would impose an undue hardship. Included among possible reasonable accommodations is auxiliary aid, such as interpretative services.

The current four (4) year sign language interpreting contract is ending. That contract provided sign language interpreting services to hearing-impaired employees for meetings, training, special observances, and daily interchanges between hearing impaired employees, their supervisors, co-workers, and members of the public. These services are also provided to USPTO employment applicants.

OCR has reviewed the number of hours of sign language interpretative services that were provided at USPTO during the past four years.

Interpreting Services Overview

2000	3,146
2001	2,097
2002	2,251
2003	1,948

Under OCR's current contract (starting in FY 2001), an average of 2,098 hours of services were provided each year.

C.3 REQUIREMENTS

The requirements are as follows:

- Provide one (1) full-time interpreter. In order to provide for continuity of services and to ensure familiarity with the organization, the USPTO requires the Contractor to designate one individual to serve as the full-time interpreter. This individual will be designated "key personnel".
- The interpreter shall report to OCR and be available to provide services between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday, exclusive of federal holidays and days when USPTO grants administrative leave to its employees.

¹ The Rehabilitation Act was amended in 1992 to apply the standards of the Americans with Disabilities Act.

- The contractor is required to have the resources available to provide one (1) additional on-site interpreter on a part-time basis if at any time OCR determines it is necessary to increase on-site interpreter coverage.
- When an on-site sign language interpreter is not available, i.e., due to sickness or vacation, the contractor must notify the designated Contracting Officer's Technical Representative (COTR) in OCR of the situation at the earliest time possible and provide a replacement that satisfies the qualification requirements herein.
- The full-time interpreter must record his/her arrival and departure times in the designated interpreter sign-in log provided by the COTR. The hours billable to USPTO for on-site services shall only be the amount of hours spent on site as verified by the recorded arrival and departure times. USPTO shall not be liable for costs incurred as a result of contractor performance when administrative leave is granted to USPTO employees.
- The contractor shall also provide on-call-interpreting services, on an "as required" basis, during the working hours specified above. The contractor shall not be required to provide more than two (2) on-call interpreters, in addition to the full-time interpreter on-site, at any given time unless mutually agreed upon between the contractor and USPTO. The contractor shall provide the requested on-call interpreter(s) services within three business days after receipt of a written or verbal request by the COTR or OCR Director/Assistant Director (designated official), unless otherwise agreed upon by the contractor and the COTR. The on-call interpreter(s) shall report to the COTR's office, record the time of arrival in the sign-in/sign-out log, and receive details about the services required from the COTR or designated official. Upon conclusion of the on-call services, the interpreter(s) shall record the time of departure from the serviced USPTO worksite in the sign-in/sign-out log. The contractor shall be compensated for on-call interpreter services at the specified hourly rate. The hourly rate for on-call services shall be inclusive of all costs associated (i.e., mileage, parking, employee compensation, transportation, etc.) with providing these services. The hours billable to USPTO for on-call services shall only be for the amount of hours spent on site as verified by the arrival and departure times recorded in the designated sign-in/sign-out log book. The contractor shall be compensated for fractional hours nearest the one-half hour increment, with total compensation not being less than two hours as provided in the following examples:

Arrival: 12:00 p.m.	Departure: 2:10 p.m.	Total Compensation: 2 hours
Arrival: 12:00 p.m.	Departure: 2:20 p.m.	Total Compensation: 2.5 hours
Arrival: 12:00 p.m.	Departure: 1:30 p.m.	Total Compensation: 2 hours

15 minute and 45 minute increments are rounded to the next one-half hour increment:

Arrival: 12:00 p.m.	Departure: 2:15 p.m.	Total Compensation: 2.5 hours
Arrival: 12:00 p.m.	Departure: 2:45 p.m.	Total Compensation: 3 hours

Consistent with industry practices, any assignment lasting longer than two consecutive hours will require the contractor to provide an additional interpreter.

C.3.1 OTHER TASK ASSIGNMENTS

Task assignments will be made in response to requests from USPTO's hearing impaired employees, external customers or other persons who require such services, and when necessary to meet the Agency's responsibilities under the Rehabilitation Act of 1973 to provide reasonable accommodation.

Assignments may include, but are not limited to:

- Maintain a database of USPTO's hearing impaired employees.
- Effectively handle field calls dealing with reasonable accommodation requests related to the hearing impaired community.
- Prepare and submit a weekly "actual" sign language interpreting activity report to the COTR.

- Develop and present an annual training class for offices where existing and new hearing-impaired employees are assigned.
- Develop and present a basic sign language interpreting class for USPTO employees coordinated through OCR.
- Assist the Reasonable Accommodation Coordinator in the preparation of an annual report containing the following information: (a) the number of reasonable accommodations, by type, that have been requested; (b) whether those requests have been granted or denied; (c) the jobs (occupational series, grade level, and agency component) for which reasonable accommodations have been requested; (d) the types of reasonable accommodations that have been requested for each of those jobs; (e) the reasons for denial of requests for reasonable accommodation; (f) the amount of time taken to process each request for reasonable accommodation; and (g) the sources of technical assistance that have been consulted in trying to identify possible reasonable accommodations.
- Assist the Reasonable Accommodation team in the performance of administrative functions, such as, but not limited to: making follow-up inquiries, maintaining updated information in a reasonable accommodation tracking system, and providing reasonable accommodation packets to employees.

The full-time, on-site interpreter shall perform the task assignments listed in section C.3.1. Issuance and delivery of these other task assignments shall be contingent upon the amount of sign language interpreting that is required.

C.3.2 QUALIFICATIONS

The personnel providing the interpreting services shall be skilled in interpreting from Pidgin Sign English (PSE), American Sign Language (ASL) to English and from English to PSE and ASL, as well as the ability to transliterate from spoken English to Manually Coded English (MCE) and from MCE to spoken English. The interpreter(s) shall have the ability to use ASL, PSE, and MCE with adequate English syntax, grammar, and semantics sufficient to render interpretations at employee events, meetings, training, counseling sessions and other requirements as they arise. The interpreter(s) shall have the ability to interpret and transliterate in scientific, medical, computer, human resources, accounting, and library settings. The interpreter(s) shall have the ability to provide Oral and Tactile interpreting. The assigned interpreter(s) shall be required to possess either a Comprehensive Skills Certificate, or in the alternative, an Interpretation and/or Transliteration Certificate as issued by the *Registry of Interpreters for the Deaf*.

USPTO may waive the previous certification requirements based upon, but not limited to, experience, other on-the-job training, or the possession of equivalent or other certifications. Experience in the use of personal computers and associated software package is desirable.

C.3.3 CONTRACTOR'S PERFORMANCE

Evaluation of the contractor's performance under this contract will be based on customer satisfaction evaluations. The contractor will be evaluated quarterly by the COTR or designated official. A copy of the evaluation report will be included in the contract file for permanent records. Quarterly performance evaluation sessions may be conducted with the contractor and the COTR.

C.3.4 DELIVERABLES

The contractor, in addition to providing sign language interpreting services on-site, including on-call services, shall:

- Prepare and provide an itemized monthly report to give an account of the previous month's actual interpreting services time completed. The monthly report may be provided via e-mail or a hard copy and should be provided to the COTR or designated official no later than the fifth business day following the last day of performance for the previous month.

- The contractor shall be responsible for timely submission of all reports, studies, and other tasks as assigned (see also C.3.1).

SECTION D - PACKAGING AND MARKING

D.1 52.252-01 CLAUSES INCORPORATED BY REFERENCE

There are no clauses incorporated in this section.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-01 CLAUSES INCORPORATED BY REFERENCE

There are no clauses incorporated in this section.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

There are no FAR clauses incorporated in this section

F.2 PERIOD OF PERFORMANCE

The period of performance of this contract is as follows:

<u>CONTRACT PERIOD</u>	<u>PERIOD OF PERFORMANCE</u>
Base Period	10/01/2004---9/30/2005
Option Period 1	10/01/2005---9/30/2006
Option Period 2	10/01/2006---9/30/2007
Option Period 3	10/01/2007---9/30/2008
Option Period 4	10/01/2008---9/30/2009

F.3 GOVERNMENT HOLIDAYS

The following legal holidays are observed by this Government agency. Holidays falling on Saturdays are observed on the Friday preceding the holiday, while those holidays falling on Sundays are observed on the Monday following the holiday.

New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25
Inauguration Day	January 20, 2005

The Contractor shall comply with the aforementioned Government holidays and any other day designated by Federal Statute, Executive Order, or Presidential proclamation, therefore, the Government offices are closed to the Contractor's staff on the day(s) these holidays are observed. In addition, work shall not be required of the Contractor when Federal employees are released from work early due to inclement weather conditions or when Federal offices are closed due to inclement weather conditions. The COTR will notify the Contractor when early release of Federal employees has been authorized.

F.4 PLACE OF PERFORMANCE

The USPTO is currently in the process of moving from approximately 18 different buildings in Arlington (Crystal City), VA into a new consolidated campus in Alexandria, VA. The contractor will be required to perform at both locations as appropriate at the prices indicated in Section B.1.

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the Government and the Contractor. The following individuals will be the Government points of contact during the performance of the contract.

(1) Contracting Officer's Technical Representative

A Contracting Officer's Technical Representative (COTR) will be designated on authority of the Contracting Officer to monitor all technical aspects and assist in administering the contract. The types of actions within the purview of the COTR's authority are to assure that the Contractor performs the technical requirements of the contract; to maintain both written and oral communications with the Contractor concerning the aspects of the contract within his/her purview; to issue written interpretations of technical requirements of Government drawings, designs and specifications; to monitor the Contractor's performance under the contract and notify the Contractor and Contracting Officer of any deficiencies observed; and to coordinate Government-Furnished Property or Data availability and provide for site entry of Contractor personnel if required. A letter of designation will be issued to the COTR with a copy supplied to the Contractor, stating the responsibilities and limitations of the COTR. This letter will clarify to all parties to this contract the responsibilities of the COTR. At no time may the scope of work, price, delivery dates, or other mutually agreed upon terms or provisions of the contract be changed without being executed in writing by the Contracting Officer authorizing such changes.

(2) Contracting Officer

All contract administration will be effected by the Contracting Officer, address as shown on the face page of this solicitation. Communications pertaining to contract administration matters will be addressed to the Contracting Officer. No changes in or deviation from the scope of work shall be effected without a Supplemental Agreement executed by the Contracting Officer authorizing such changes.

G.2 CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result.

G.3 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

(a) The Contracting Officer hereby designates the individual named below as the Contracting Officer's Technical Representative:

NAME:	TBD
ADDRESS:	U.S. Patent and Trademark Office Office of Civil Rights Crystal Park 1, Suite 608 2011 Crystal Drive Arlington, VA 22202
PHONE NO.:	TBD

(b) The COTR may be changed at any time by the Government without prior notice to the Contractor, but notification of the change, including the name and address of the successor COTR, will be promptly provided to the Contractor by the Contracting Officer in writing.

(c) The responsibilities and limitations of the COTR are as follows:

(1) The COTR is responsible for the technical aspects of the project and technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.

(2) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the Contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer. The COTR may designate assistant COTR(s) to act for her by naming such assistant in writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.

G.4 INVOICING AND PAYMENT INSTRUCTIONS

(a) Invoices shall be submitted on a monthly basis to the following address:

Mail Stop 17
Director of the U.S. Patent and Trademark Office
Office of Finance
P.O. Box 1450
Alexandria, VA 22313-1450

To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

- (1) Name of Contractor, invoice number and invoice date.
- (2) Contract number and task order number.
- (3) Description, price, and quantity of services actually rendered.
- (4) Payment terms.
- (5) Name, title, phone number, and complete mailing address of responsible official to whom payment is to be sent.
- (6) The following statement on the reverse side of the original of each invoice:

COTR'S CERTIFICATION

I certify to the best of my knowledge and belief that the services shown on the invoice have been performed and are accepted.

COTR Signature

Date

(b) If services are rejected for failure to conform to the contract requirements, the provisions in the Prompt Payment clause (FAR 52.232-25 - See Section I) will apply to the new acceptance of replacement services.

G.5 TASK ORDER IMPLEMENTATION-CONTRACTOR RESPONSIBILITIES

(a) All work shall be initiated only by issuance of a fully executed task order issued by the Contracting Officer. The work to be performed under these task orders must be within the scope of the contract. The Government is only liable for labor hours expended under the terms and conditions of this contract to the extent that a fully executed task order has been issued and covers the required work. Charges for any work not authorized or not recorded in the designated sign-in/sign-out log shall be disallowed.

(b) In accordance with FAR 16.505, each order will include:

- (i) Date of order.
- (ii) Contract number and order number.
- (iii) Item number and description, quantity, and unit price or estimated cost or fee.
- (iv) Delivery or performance date.
- (v) Place of delivery or performance (including consignee).
- (vi) Packaging, packing, and shipping instructions, if any.
- (vii) Accounting and appropriation data.
- (viii) Method of payment and payment office, if not specified in the contract.
- (ix) Any other pertinent information.

G.6 ELECTRONIC PAYMENT INFORMATION

(a) The information required by the clause at FAR 52.232-33, Payment by Electronic Funds Transfer- Central Contractor Registration (see Section I), shall be forwarded by the Contractor to the below-designated office:

Mail Stop 17
Director of the U.S. Patent and Trademark Office
Office of Finance
P.O. Box 1450
Alexandria, VA 22313-1450

If requested, a form will be provided to the Contractor for this purpose. In the event payment is assigned to a bank, thrift, or other financing institution pursuant to the clause FAR 52.232-23, Assignment of Claims (see Section I), the Contractor shall forward that form to the assignee for completion.

G.7 GOVERNMENT FURNISHED FACILITIES AND EQUIPMENT

USPTO shall provide government space for the full-time on site interpreter. This space shall include, but shall not be limited to, furniture, office supplies, a telecommunication device for the hearing impaired (TDD), telephone, a personal computer and access to a printer. USPTO anticipates this space to be provided in the Office of Civil Rights.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 TYPE OF CONTRACT

This is a fixed-price, requirements type contract for commercial items/services.

H.2 ORGANIZATIONAL CONFLICT OF INTEREST

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

(c) Remedies - The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert provisions, which shall conform substantially to the language of this clause, including this paragraph (d), in any subcontract or consultant agreement hereunder.

H.3 SUPERVISION OF CONTRACTOR'S EMPLOYEES

(a) Personnel assigned to render services under this contract shall at all times be employees of the Contractor or its subcontractor(s) and under the direction and control of the Contractor. Notwithstanding any other provisions of this contract, the Contractor shall at all times be responsible for the supervision of its employees in the performance of the services required hereunder.

(b) Contractor personnel shall not at any time during the contract period be employees of the U.S. Government.

H.4 DUPLICATION AND DISCLOSURE OF CONFIDENTIAL DATA

Duplication or disclosure of confidential data provided by the PTO or to which the Contractor will have access as a result of this contract is prohibited. It is understood that throughout performance of the contract, the Contractor may have access to confidential data that is the sole property of the PTO, as well as access to proprietary data which is the sole property of other than the contracting parties. The Contractor hereby agrees to maintain the confidentiality of all such data to which access may be gained throughout contract performance whether title thereto vests in the PTO or otherwise. The Contractor hereby agrees not to disclose said data, any interpretations thereof, or data derivative therefrom, to unauthorized parties in contravention of these provisions without prior written approval of the Contracting Officer or the party in which title thereto is wholly vested. This clause also applies to any subcontractors and consultants used by the Contractor.

H.5 OVERTIME

Unless otherwise provided in this contract, the Contractor shall not perform overtime work under or in connection with this contract for which premium compensation is required to be paid, without specific written approval from the Contracting Officer.

H.6 ADVERTISING OF AWARD

The Contractor agrees not to refer to awards in commercial advertising in such manner as to state or imply that the services provided are endorsed or preferred by the Federal Government, it is considered by the Government to be superior to other services. Advertisements, press releases, and publicity of a contract by a supplier shall not be made without the prior express written permission of the Contracting Officer.

H.7 NOTICE TO THE GOVERNMENT OF DELAYS

In the event the Contractor encounters difficulty in meeting performance requirements, or when it anticipates difficulty in complying with the contract delivery schedule or date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the Contracting Officer and the COTR, in writing, giving pertinent details, provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or date or of any rights or remedies provided by law or under this contract.

H.8 INSURANCE COVERAGE

Pursuant to the clause "Insurance - Work on a Government Installation (FAR 52.228-5)," the Contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

- (a) Workers Compensation and Employer's Liability. The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) General Liability.
 - (1) The Contractor shall have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
 - (2) Property Damage liability insurance shall be required in the amount of \$10,000.
- (c) Automobile Liability. The Contractor shall have automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.
- (d) Aircraft Public and Passenger Liability. When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than

passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

H.9 SECRECY AND USAGE OF PATENT INFORMATION

Work under this contract does not affect the national security. However, patent applications are required by law (35 U.S.C. 122) to be kept in confidence. Information contained in any patent application file(s) is restricted to authorized Contractor personnel on a need-to-access basis.

The Contractor acquires no right or privilege to use or disclose any information contained in any patent application file (in any form whatsoever) except to perform the work under the contract. Further, the Contractor shall not copyright or make any use or disclosure whatsoever of any patent information contained in any application or related copy or data furnished the Contractor by the Government or obtained there from except performing the requirements of this contract.

Security requirements of patent application file data maintained in a computer-accessible medium are an extension of the security requirements for the hard copy or the patent application folders. All processing, storage or transmission of patent application file data by means of electronic communications systems is prohibited unless use of such systems is approved by the USPTO.

All personnel having access to patent application files or data or information concerning the same, must take the following at or affirmation, signed in writing:

"I do swear or affirm that I will preserve the applications for patents in secrecy, that I will not divulge any information concerning the same to unauthorized persons while employed in work under this contract or at any time thereafter; and that I take this obligation freely, and without mental reservation or purpose of evasion."

Each employee's signed oath, or affirmation, shall be retained in the Contractor's file, subject to inspection by authorized Government representatives.

Without advance notice, the Government shall have the right to inspect the Contractor's premises, records, and work in process pertaining to the secrecy of patent information.

H.10 ACCESS TO GOVERNMENT FACILITIES

During the life of the contract, the rights of ingress and egress to and from the Government facility for Contractor personnel shall be made available as required. During all operations on Government premises, Contractor personnel shall comply with the rules and regulations governing the conduct of personnel and the operation of the facility. The Government reserves the right to require Contractor personnel to sign in upon ingress and sign out upon egress to and from the Government facility.

H.11 CAR 1352.239-73- SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY RESOURCES

(a) This clause is applicable to all contracts that include information technology resources or services in which the Contractor must have physical or electronic access to USPTO's sensitive or classified information, which is contained in systems that directly support the mission of the Agency. For purposes of this clause the term "Sensitive" is defined by the guidance set forth in:

- (1) The DOC IT Security Program Policy and Minimum Implementation Standards (<http://www.osec.doc.gov/cio/itmhweb/itmhweb1.html>);
- (2) The Office of Management and Budget (OMB) Circular A-130, Appendix III, Security of Federal Automated Information Resources, (<http://csrc.nist.gov/secplcy/a130app3.txt>) which states that there is a "presumption that all [general support systems] contain some sensitive information."; and
- (3) The Computer Security Act of 1987 (P.L. 100-235) (<http://www.epic.org/crypto/csa/csa.html>), including the following definition of the term sensitive information "... any information, the loss, misuse,

or unauthorized access, to or modification of which could adversely affect the national interest or the, conduct of federal programs, or the privacy to which individuals are entitled under section 552 a of title 5, Unites States Code (The Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.”

For purposes of this clause, the term “Classified” is defined by the guidance set forth in:

- (1) The DOC IT Security Program Policy and Minimum Implementation Standards, Section 3.3.1.4 (<http://www.osec.doc.gov/cio/itmhwweb/itmhwweb1.html>).
- (2) The DOC Security Manual, Chapter 18 (<http://www.osec.doc.gov/osy/>).
- (3) Executive Order 12958, as amended, Classified National Security Information. Classified or national security information is information that has been specifically authorized to be protected from unauthorized disclosure in the interest of national defense or foreign policy under an Executive Order or Act of Congress.

Information technology resources include, but are not limited to, hardware, application software, system software, and information (data). Information technology services include, but are not limited to, the management, operation (including input, processing, transmission, and output), maintenance, programming, and system administration of computer systems, networks, and telecommunications systems. The Contractor shall be responsible for implementing sufficient Information Technology security, to reasonably prevent the compromise of USPTO IT resources for all of the contractor’s systems that are interconnected with a USPTO network or USPTO systems that are operated by the Contractor.

(b) All Contractor personnel performing under this contract and Contractor equipment used to process or store USPTO data, or to connect to USPTO networks, must comply with the requirements contained in the USPTO IT Security Handbook.

(c) For all Contractor-owned systems for which performance of the contract requires interconnection with a USPTO network or that USPTO data be stored or processed on them, the Contractor Shall:

(1) Provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The plan shall describe those parts of the contract to which this clause applies. The Contractor’s IT Security Plan shall comply with federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.) and the Federal Information Security Management Act of 2002, Pub. L. No. 107-347, 116 Stat. 2899, 2946-2961 (2002); Pub. L. No. 107-296, 116 Stat. 2135, 2259-2273 (2002). 38 WEEKLY COMP. PRES. DOC. 51, 2174 (Dec. 23, 2002) (providing statement by President George W. Bush regarding Federal Information Security Management Act of 2002). The plan shall meet IT security requirements in accordance with Federal and USPTO policies and procedures that include, but are not limited to:

- (a) OMB Circular A-130, Management of Federal Information Resources, Appendix III, Security of Federal Automated Information Resources (<http://csrc.nist.gov/secplcy/a130app3.txt>);
- (b) National Institute of Standards and Technology Special Publication 800-18, Guide for Developing Security Plans for Information Technology Systems (<http://csrc.nist.gov/publications/nistpubs/800-18/Planguide.PDF>) ; and
- (c) DOC Procedures and Guidelines in the Information Technology Management Handbook (<http://www.osec.doc.gov/cio/itmhwweb/itmhwweb1.html>). .
- (d) National Industrial Security Program Operating Manual (NISPOM) for classified systems (<http://www.dss.mil/isec/nispom.htm>); and

(2) Within 14 days after contract award, the contractor shall submit for USPTO approval a System Certification and Accreditation package, including the IT Security Plan and a system certification test plan, as outlined in USPTO Certification and Accreditation Technical Standard and Guideline. The Certification and Accreditation Package must be consistent with and provide further detail for the security

approach contained in the offeror's proposal or sealed bid that resulted in the award of this contract and in compliance with the requirements stated in this clause. The Certification and Accreditation Package, as approved by the Contracting Officer, in consultation with the USPTO IT Security Officer, shall be incorporated as part of the contract. USPTO will use the incorporated IT Security Plan as the basis for certification and accreditation of the contractor system that will process USPTO data or connect to USPTO networks. Failure to submit and receive approval of the Certification and Accreditation Package, as outlined above may result in termination of the contract.

(d) The Contractor shall incorporate this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

H.12 CAR 1352.239-74 SECURITY PROCESSING REQUIREMENTS FOR CONTRACTORS/SUBCONTRACTOR PERSONNEL FOR ACCESSING USPTO AUTOMATED INFORMATION SYSTEMS (DEVIATION)

(a) Contractor personnel requiring any access to AISs operated by the Contractor for USPTO or interconnected to a USPTO network to perform contract services shall be screened at an appropriate level in accordance with Commerce Acquisition Manual 1337.70, Security Processing Requirements for Service Contracts. USPTO shall provide screening using standard personnel screening forms, which the Contractor shall submit to the USPTO Contracting Officer's Technical Representative (COTR) based on the following guidance:

Contract personnel performing work designated Contract High Risk and personnel performing work designated Contract Moderate Risk in the information technology (IT) occupations and those with "global access" to an automated information AIS require a favorable pre-employment check before the start of work on the contract, regardless of the expected duration of the contract. After a favorable pre-employment check has been obtained, the Background Investigation (BI) for Contract High Risk and the Minimum Background Investigation (MBI) for Contract IT Moderate Risk positions must be initiated within three working days of the start of work.

Contract personnel performing work designated Contract Moderate Risk who are not performing IT-related contract work do not require a favorable pre-employment check prior to their employment; however, the Minimum Background Investigation (MBI) must be initiated within three working days of the subject's start of work on the contract, regardless of the expected duration of the contract.

Contract personnel performing work designated Contract Low Risk will require a National Agency Check and Inquiries (NACI) upon the subject's start of work on the contract if the expected duration of the contract exceeds 365 calendar days. The NACI must be initiated within three working days of the subject's start of work on the contract.

Contract personnel performing work designated Contract Low Risk will require a Special Agreement Check (SAC) upon the subject's start of work on the contract if the expected duration of the contract (including options) exceeds 180 calendar days but is less than 365 calendar days. The SAC must be initiated within three working days of the subject's start of work on the contract.

Contract personnel performing work on contracts requiring access to classified information must undergo investigative processing according to the Department of Defense National Industrial Security Program Operating Manual (NISPOM), (<http://www.dss.mil/isec/nispom.htm>) and be granted eligibility for access to classified information prior to beginning work on the contract. The security forms may be obtained from USPTO Office of Security. At the option of the USPTO, interim access to USPTO AISs may be granted pending favorable completion of a pre-employment check. Final access may be granted only on completion of an appropriate investigation based upon the risk level assigned to the contract.

(b) Within 5 days of contract award, the Contractor shall certify in writing to the COTR that its employees, in performance of the contract, have completed annual IT security awareness training in USPTO IT

Security policies, procedures, computer ethics, and best practices, in accordance with the USPTO Training Policy. The COTR will inform the Contractor of any other available USPTO training resources.

(c) The Contractor shall afford USPTO, including the Office of Inspector General, access to the Contractor's and subcontractor's facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of USPTO data or to the function of computer AISs operated on behalf of USPTO, and to preserve evidence of computer crime.

(d) The Contractor shall incorporate this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

(NOTE: Low Risk contracts whose duration is less than 180 days do not ordinarily require security processing. However, even though the contract is short in duration, based on any unusual circumstances that may exist, Special Agreement Checks (SACs) may be requested, at the discretion of the Contracting Officer's Technical Representative (COTR) and/or the USPTO Security Office.)

H.13 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT

(a) The Government may extend the term of this contract by written notice to the Contractor at any time prior to contract expiration provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

H.14 KEY PERSONNEL

A. The Contractor shall assign to this contract the following key personnel:

(1) Full-time, On-site Interpreter

B. During the first 180 days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death or termination of employment. The Contractor shall notify the CO within fifteen (15) calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 180-day period, the Contractor shall submit the information required by paragraph (c) to the CO at least 15 days prior to making any permanent substitutions.

C. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the CO. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The CO will notify the Contractor within fifteen (15) calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.

SECTION I - CONTRACT CLAUSES

I.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE (JUN 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.arnet.gov/far/>.

52.204-7	Central Contractor Registration	OCT 2003
52.212-04	Contract Terms and Conditions--Commercial Items.	MAY 2004
52.217-08	Option to Extend Services	NOV 1999

I.2 52.212-05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (OCT 2003)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755).
- (2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer shall check as appropriate.]

- ☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- ☐ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).
- ☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ☐ (4)(i) 52.219-5, Very Small Business Set-Aside (June 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- ☐ (ii) Alternate I (Mar 1999) of 52.219-5.
- ☐ (iii) Alternate II (June 2003) of 52.219-5.
- ☐ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Oct 1995) of 52.219-6.
- ☐ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Oct 1995) of 52.219-7.
- ☒ (7) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (8)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2002) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (Oct 2001) of 52.219-9.
- ☐ (iii) Alternate II (Oct 2001) of 52.219-9.
- ☒ (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- ☐ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (June 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ☐ (ii) Alternate I (June 2003) of 52.219-23.
- ☐ (11) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and

Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___X (13) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

___ (14) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Sep 2002) (E.O. 13126).

___X (15) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

___X (16) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

___X (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

___X (18) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

___X (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

___ (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___ (21) 52.225-1, Buy American Act-Supplies (June 2003) (41 U.S.C. 10a-10d).

___ (22)(i) 52.225-3, Buy American Act-North American Free Trade Agreement-Israeli Trade Act (June 2003) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

___ (ii) Alternate I (May 2002) of 52.225-3.

___ (iii) Alternate II (May 2002) of 52.225-3.

___ (23) 52.225-5, Trade Agreements (June 2003) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (24) 52.225-13, Restrictions on Certain Foreign Purchases (June 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

___ (25) 52.225-15, Sanctioned European Union Country End Products (Feb 2000) (E.O. 12849).

___ (26) 52.225-16, Sanctioned European Union Country Services (Feb 2000) (E.O. 12849).

___ (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (28) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___X (29) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

___ (30) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

___ (31) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

___ (32) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer check as appropriate.]

___ (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64); and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.) .

I.3 52.216-18 ORDERING (Oct 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued during the performance period of the contract.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.4 52.216-19 ORDER LIMITATIONS (Oct 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 2 hrs _____ [insert dollar figure or quantity], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor--
- (1) Any order for a single item in excess of 4,000 hrs _____ [insert dollar figure or quantity];
- (2) Any order for a combination of items in excess of 6,000 hrs _____ [insert dollar figure or quantity]; or
- (3) A series of orders from the same ordering office within 7 _____ days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- (a) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 14 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.5 52.216-21 REQUIREMENTS (Oct 1995)

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 days from contract expiration date.

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS

There are no attachments.

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

52.212-03 **Offeror Representations and Certifications – Commercial Items (MAY 2004)**

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern" -

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

- o TIN: _____.
- o TIN has been applied for.
- o TIN is not required because:
- o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- o Offeror is an agency or instrumentality of a foreign government;
- o Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

- o Sole proprietorship;
- o Partnership;
- o Corporate entity (not tax-exempt);
- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Foreign government;
- o International organization per 26 CFR 1.6049-4;
- o Other _____.

(5) Common parent.

- o Offeror is not owned or controlled by a common parent;
- o Name and TIN of common parent:

Name _____.

TIN _____.

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it o is, o is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it o is, o is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is, o is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it o is, o is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following): Number of Employees Average Annual Gross Revenues

- ☐ 50 or fewer ☐ \$1 million or less
- ☐ 51-100 ☐ \$1,000,001-\$2 million
- ☐ 101-250 ☐ \$2,000,001-\$3.5 million
- ☐ 251-500 ☐ \$3,500,001-\$5 million
- ☐ 501-750 ☐ \$5,000,001-\$10 million
- ☐ 751-1,000 ☐ \$10,000,001-\$17 million
- ☐ Over 1,000 ☐ Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either-

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) o Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that-

(i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous contracts and compliance. The offeror represents that-

(i) It o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It o has, o has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that-

(i) It o has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act-Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."

(2) Foreign End Products: Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are FTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

FTA Country or Israeli End Products: Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products: Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
(2) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":
Canadian End Products: Line Item No.

[List as necessary]

(3) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:
(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":
Canadian or Israeli End Products: Line Item No. Country of Origin

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)
(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or FTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."
(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or FTA country end products.
Other End Products: Line Item No. Country of Origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.
(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-

- (1) o Are, o are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
- (2) o Have, o have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (3) o Are, o are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.
- (i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]
- (1) Listed end products. Listed End Product Listed Countries of Origin

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE (JUN 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.arnet.gov/far/>.

52.212-1	Instructions to Offerors---Commercial Items	MAR 2000
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L.2 Inquiries and Questions Concerning Request for Proposals

All questions concerning this Request for Proposals (RFP) shall be submitted via e-mail to jason.taylor@uspto.gov and must be received no later than 2:00 p.m. local time 07/12/2004. All questions will be answered by an Amendment to the Request for Proposals, which will be posted to the USPTO website established for this procurement.

L.3 Instructions for Submission of Technical Proposal

The offeror shall submit a narrative Technical Proposal that does not exceed twenty (20) pages in length (inclusive of all resumes and past performance information). Proposals should address how the offered services meet all requirements delineated in Section C, Description/Specification/Work Statement. Specific attention should be focused upon items A, B, C, and D below as they relate to the evaluation criteria contained in this RFP:

- A. Qualifications/Experience of proposed personnel to provide the required sign language interpreting services particularly in scientific and technical environments, use personal computers and various software packages, and conduct surveys and analyze the results. Detailed resumes and certification documents of all proposed personnel shall be included.
- B. Number and availability of qualified interpreters on staff, and contingency plans for personnel absences.
- C. Detailed experience of proposed personnel in the use of teletypewriters (TTY) and other communication devices used by the hearing impaired.
- D. Detailed descriptions of previous and present Government and Commercial contracts with applicable points of contact using the sample format provided below:

Sample Format For Past And Present Performance And Experience Summaries

1. Contract Name and Number: Identify the contract by name and by the Government-assigned contract number if appropriate. If the Offeror was a subcontractor, identify the aspects of the contract for which Offeror was responsible.
2. Client: Provide the complete name of the company or Government agency or department for which the project was performed.
3. Contract Data: Provide the type of contract (Firm Fixed Price, Cost Plus, etc.), the dates between which the Offeror worked on the project, the total value of the project (cost to the client) and, if the Offeror was a subcontractor, the subcontract value, and the status of the project (completed, in process, etc.).
4. Contact Information: In the following, to "identify" a person means to provide that individual's name, title, address, and telephone number. This information is required for each of the following individuals as relevant. All contacts shall be current and reachable. Include the date on which the person was reached to verify that the contact is current and reachable. If a person cited cannot be reached at the telephone number

provided, no further attempt will be made to reach that person, and the project experience will not be included in the evaluation of the proposal.

·Client Technical Contact: Identify the person at the client agency or company who was the point of contact for offeror's technical efforts

·Client Contractual Contact: Identify the contractual point of contact at the client agency or company for the offeror's efforts

·Prime and Subcontractor Contacts: If the Offeror was a subcontractor, identify the point of contact at the prime contractor.

5. Narrative Provide a brief, but detailed, description of the project. Describe any difficulties encountered and the methods used to overcome them. Identify any unique aspects of the project. How would you rate your performance under this project?

Offerors shall provide summaries of performance and experience that meet the following criteria:

- Minimum of 3, maximum of 5, projects/contracts (preferably at least one Government)
- Similar in nature to this acquisition
- Received or performed in the last 3 years and sufficiently mature to demonstrate Offeror performance and experience

Offerors are obligated to notify their government/commercial project point of contacts, if cited, that the Government may contact them. Offerors should send their listed references a letter to the following effect authorizing the reference to provide past performance information to the government. Offerors shall include a copy of the letter with each past performance summary:

Dear _____ (Client):

We are currently responding to the U.S. Patent and Trademark Office's (USPTO) solicitation for Sign Language Interpretive Services. The government has placed emphasis on past performance as a source selection factor. The USPTO is requiring that clients of entities responding to their solicitations be identified and their participation in the evaluation process be requested. In the event you are contacted for information on work we have performed, you are hereby authorized to respond to those inquiries.

We have identified Mr./Ms. _____ of your organization as the point of contact based on his/her knowledge concerning our work. Your cooperation is appreciated. Any questions may be directed to _____.

Sincerely,

L.4 Proposal Delivery

An original and three (3) copies of the technical proposal shall be submitted to the attention and address provided below. **Proposals must be received by 2:00 p.m. on Monday, August 2nd.**

REGULAR U.S. MAIL

U.S. Patent and Trademark Office
Office of Procurement
Mail Stop 6
P.O. Box 1450
Alexandria, VA 22313-1450
Attn: Mr. Jason Taylor
RFP# _____

HAND DELIVERY/EXPRESS MAIL (Non USPS)

U.S. Patent and Trademark Office
Office of Procurement
2011 Crystal Drive, PK-1, Suite 810
Arlington, VA 22202
Attn: Mr. Jason Taylor
RFP# _____

L.5 Submission of Prices

Prices for the services described in this RFP shall be submitted in the format shown in Section B -- Supplies or Services and Prices/Costs. An original and three (3) copies of the proposed prices shall be submitted to the address provided above.

SECTION M- EVALUATION FACTORS FOR AWARD

M.1 General

(a) Careful, full and impartial consideration will be given to all offers received in response to this solicitation and the evaluation will be applied in a consistent manner. The award will be made to the contractor whose proposal demonstrates the best capability to perform such work at a commensurably favorable price. Factors against which offers will be evaluated are set forth below and parallel the instructions provided for in Section L of this solicitation. Owing to the volume of responses anticipated and the desire on the part of the Government for an equitable and accurate assessment of each proposal, offerors must submit proposals conforming to the structure described in Section L. Proposals which do not conform to all requirements may be rejected without further consideration.

(b) The Patent and Trademark Office will evaluate proposals received on the basis of technical factors, and price. Award will be made to the responsible offer whose proposal including options, contains the combination of those factors offering the best overall value to the Government. This will be determined by comparing the differences in technical factors and price. The Government intends to proceed with award of this procurement without conducting discussions. Therefore, offerors are encouraged to submit their most favorable proposal from a price and technical standpoint. Should the Contracting Officer later determine it necessary to conduct discussions, such discussions will be conducted as described in the Patent and Trademark Office Acquisition Guideline (PTAG), as opposed to the procedures outlined in FAR 15.306(d).

M.2 Evaluation Panel

An evaluation team consisting of Government personnel will be convened to review and evaluate the technical proposal.

M.3 Evaluation Factors

1. Personnel Qualifications/Experience and Contractor Staffing
 - a. Personnel Qualifications/Experience in providing the required services.
 - b. Contractor Staffing
 - c. Personnel knowledge of communication devices used by the Deaf or hard of hearing.
 - d. General Knowledge of disability law & issues
2. Past Performance
3. Price

Factor 1, "Personnel Qualifications/Experience and Contractor Staffing" is more important than factor 2, "Past Performance" and factor 3, "Price". Factor 2, "Past Performance" is more important than factor 3, "Price". Under factor 1, subfactors a and b are of equal importance and each are more important than subfactors c and d. Subfactor c is more important than subfactor d.

M.4 Price Evaluation

As stated previously, the USPTO anticipates awarding a fixed-price requirements type contract. For total price evaluation purposes, the total evaluated price shall be the total price for the full-time services plus 500 hours applied to the hourly rate for on-call services. The current number of hours in a Government work year is 2,087 and has been inserted for the estimated level of effort for the full-time sign language interpreter. The above price evaluation criteria shall be applied to the base period and each additional option period.

M.5 Basis of Award

Award will be made to the responsible offeror who satisfies all requirements and whose proposal is determined to offer the greatest value and most advantage to the Government. The source selection decision shall be based on a comparative assessment of proposals against all source selection criteria in the solicitation.